IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O. O. C. J.

NOTICE OF MOTION NO.659 OF 2005
IN
WRIT PETITION NO.1140 OF 2005

Dinanath Nandlal Patni ..Petitioner.
Vs.
Abhyudaya Co-op. Bank Ltd. & Ors. ..Respondents.
...
Mr. Tushar Goradia with Mr.H. Nikumb for the Petitioner.
Mr. Milind More for Respondent Nos.1 and 3.
....

CORAM: DR. D.Y. CHANDRACHUD, J.

23rd August, 2006.

P.C. :

After this Court passed an order on 22nd March, 2005 in terms of the Consent Terms that were arrived at between the parties, a Motion was taken out (Notice of Motion 659 of 2005) for recalling the order. On 19th December, 2005 a learned Single Judge granted ad interim relief in terms of prayer clause (d) of the Motion, subject to the condition that an amount of Rs.10 lacs be deposited before this Court within one week from the date of the order. Learned counsel appearing for the parties have jointly stated before the Court that the aforesaid amount has been

deposited. Fresh Consent Terms signed by the Petitioner and by the advocate for the Petitioner, the First Respondent and by the advocate for the First Respondent Bank have been placed on the record and marked as “X”. Since the parties have agreed to a modified settlement between them, it is not necessary for the Court to enter into an adjudication on the maintainability of such a Notice of Motion. Counsel appearing for the First Respondent states that the modified Consent Terms dated 23rd August, 2006 have been signed by Mr. P.V. Kamat, an officer of the Bank who has been duly authorized by a resolution of the Board of Directors to sign the Consent Terms. There shall accordingly be an order in terms thereof. Counsel appearing on behalf of the Petitioner states on instructions that the Petitioner tenders an undertaking in terms of the Consent Terms. The Undertaking is accepted. The Notice of Motion accordingly stands disposed of.